AGREEMENT

This Agreement is entered into between MBNA AMERICA BANK, N.A. a national banking association having its principal place of business in Newark, Delaware (hereinafter referred to as "MBNA America") and LOYOLA UNIVERSITY-NEW ORLEANS, having its principal place of business in New Orleans, Louisiana (hereinafter referred to as "LUNO") for themselves, their successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this Agreement and Schedules A, B and C.
- (b) "Anniversary Date" means May 31, 1999 or the final day of the term of any extension of this Agreement, whichever occurs later.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Services" includes but is not limited to credit card programs, revolving loan programs, general bank card services, travel and entertainment card services, deposit services, and long distance calling card services.
- (e) "Mailing Lists" means updated and current lists, magnetic tapes (in a format designated by MBNA America) and/or labels containing names, postal addresses and telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means members of LUNO plus other participants mutually agreed to by LUNO and MBNA America.
- (g) "Program" means those programs and services of the Financial Services MBNA America agrees to offer from time to time to the Members.
- (h) "Trademarks" means any logo, servicemark, tradedress, tradename, or trademark presently used or acquired by LUNO during the term of this Agreement.

2. AGREEMENT TO PROVIDE SERVICES

In accordance with the terms and conditions of this Agreement, MBNA America agrees to offer the Program to the Members, and to directly compensate LUNO with Royalties generated thereby, and LUNO agrees to exclusively endorse the Program and provide MBNA America with information, licenses and general assistance for solicitation and administration of the existing and new Financial Services to Members.

3. RIGHTS AND RESPONSIBILITIES OF LUNO

- (a) LUNO agrees that during the term of this Agreement and any extension, it does and will continue to endorse the Program exclusively and will not sponsor, advertise, aid or develop any Financial Services of any organization other than MBNA America. LUNO will not license its Trademarks, nor sell, rent or otherwise make available its Mailing Lists or information about its current or potential Members in relation to or for promoting any other Financial Services. LUNO further agrees that during the term of this Agreement, no LUNO publication shall carry advertisements for any other Financial Services. LUNO shall not allow, permit, license, condone, or encourage the solicitation or advertisement of Financial Services by any organization, on any property owned, leased or operated by LUNO.
- (b) LUNO authorizes MBNA America to solicit its Members by mail, advertisements and/or telephone for participation in the Program.
- (c) LUNO shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain either LUNO's Trademark or the endorsement of LUNO, which shall not be unreasonably withheld or delayed.
- (d) LUNO shall provide MBNA America with current and updated Mailing Lists free of charge. In the event there is a cost to MBNA America for an initial mailing list or an update to that list, the cost shall be deducted from the Royalties earned by LUNO.
- (e) LUNO shall not provide any information to or otherwise communicate with Members or potential Members about the Program without MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to LUNO.
- (f) LUNO warrants and represents that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. LUNO hereby grants MBNA America a limited, non-exclusive license to use its Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks of any successor corporation or organization as well as any Trademarks used or acquired by LUNO during the term of this Agreement. Nothing stated in this Agreement prohibits LUNO from granting to other persons a license to use the Trademark in conjunction with the providing of any other service or product, except for any Financial Services.
- (g) LUNO shall provide MBNA America with a subscription without charge to any and all LUNO publications.

4. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

(a) MBNA America shall design, develop and administer the Program for the Members.

- (b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior approval of all advertising and solicitation materials concerning or related to the Program.
- (c) MBNA America shall bear all costs of producing and mailing materials for the Program.
- (d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to an individual Customer's or Member's accounts independent of LUNO.
- (e) MBNA America shall use the Mailing Lists consistent with this Agreement and shall not permit those entities handling the Mailing List to use it for any other purpose. MBNA America shall have the right to designate persons on the Mailing Lists to whom promotional material may not be sent including, without limitation, based on appropriateness of products offered, Members who have been denied credit from previous mailings, who reside in a foreign country or reside in states where credit card solicitations are prohibited by law or subject to prohibitive legal or logistic conditions. The Mailing Lists are and shall remain the sole property of LUNO. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files which shall not by subject to this Agreement and will not imply or suggest an endorsement by LUNO.
- (f) MBNA America intends to use Kessler Financial Services, Limited Partnership, to assist in fulfilling its obligations under this Agreement.

5. ROYALTIES

During the term of this Agreement, MBNA America shall pay to LUNO all Royalties set forth in Schedule A and Schedule B, attached and incorporated herein. LUNO shall submit a completed IRS W-9 immediately following execution of this Agreement. Royalties will not be paid without a completed IRS W-9 form.

6. CROSS INDEMNIFICATION

- 1. LUNO and MBNA America each will indemnify, defend and hold harmless the other party, its directors, officers, agents, employees, parent, subsidiaries, affiliates, successors and assigns from and against any and all liability, causes of action, claims, and the reasonable costs incurred in connection therewith, which result from the breach of this Agreement by LUNO or MBNA America, respectively as the case may be, or its directors, officers or employees. This provision includes the Trademark license granted herein.
- 2. MBNA America will also indemnify, defend and hold harmless LUNO, its directors, officers, agents, employees, parent, subsidiaries, affiliates, successors and assigns, from and against any cause of action, including the reasonable costs incurred in connection therewith, which results in LUNO being included as a defendant and arises out of: (i) MBNA America's violation of applicable federal laws, including, but not limited to, the Truth in Lending Act, the Equal Credit Opportunity Act and the Fair Credit Reporting Act; and (ii) bodily injury, death or loss of services, suffered by an employee of MBNA America or its contractors or subcontractors, (collectively a "Claim") that arise out of

any work performed by same pursuant to this Agrement and are due to the negligence of MBNA America.

- 3. LUNO shall, within fifteen (15) business days of receiving formal notice or in writing of a Claim, notify MBNA America in writing (in the manner provided for in this Agreement) of any Claim that may reasonably result in MBNA America's indemnification of LUNO in Section 6, 2 above, LUNO agrees not to take any action which prejudices MBNA America's defense or increases its liability ("Action") with respect to a Claim without MBNA America's prior written approval and that MBNA America shall respond to a Claim as it determines in its sole discretion. If LUNO takes any Action with respect to a Claim without MBNA America's written approval or LUNO fails to notify MBNA America of a Claim within fifteen (15) business days of receiving the Claim, MBNA America shall be released and discharged from any obligation under this Section 6 to defend, indemnify and hold LUNO harmless with respect to that Claim.
- 4. With respect to any claim that may result in either party indemnifying the other pursuant to Section 6, 1 above, that party shall promptly notify the other of such a claim. The indemnified party may participate in the action or proceeding but must bear its own cost of counsel to do so. The indemnified party shall have the right of prior approval of any settlement of any action or proceeding which would compel it to take or refrain from taking any action. The indemnifying party shall have absolute control over the action or proceeding. In the event that there is any uncertainty as to who is the indemnifying party, MBNA America shall have absolute control over the action or proceeding.

7. RATES AND BENEFITS

MBNA America reserves the right to make periodic adjustments to the terms and features of the MBNA America Program. MBNA America shall inform LUNO prior to such an adjustment. In the event the change increases the fees or finance charges to be paid by the Customer, MBNA America shall, as required by Delaware and applicable federal law, give each Customer the opportunity to reject the change and pay the existing balance under the prior terms, in accordance with Delaware and applicable federal law.

8. INSURANCE

MBNA America shall procure, pay for, and maintain the minimum insurance coverages set forth below. All coverages shall be issued by an insurance company with an A.M. Best rating of A:VII or better.

The Type of insurance coverages required shall be carried and maintained during the entire term of this Agreement. All insurance coverages are subject to the approval of LUNO.

Comprehensive General Liability Insurance including Bodily Injury, Property Damage Liability, Personal Injury Liability, Independent Contractor's Liability, Contractual Liability, Product Liability and Completed Operations Liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement with a limit of liability not less than \$1,000,000 for injuries including

accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 per occurrence.

Fidelity Bond including, but not limited to, coverage for all dishonest acts, such as larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction or willful misapplication, covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement with a limit of liability not less than \$1,000,000 per occurrence.

Directors & Officers Liability and/or Errors & Omissions Liability Insurance including, but not limited to, coverage for negligent acts and/or omissions (including a misstatement or misleading statement), or breach of duty covering the liability assumed under the indemnification provisions of this Agreement with a limit of liability not less than \$1,000,000 for injuries including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 per occurrence.

Workers Compensation Insurance and Employers Liability Insurance in accordance with the statues of Louisiana covering the requirements for all of MBNA America's employees assigned to and working at Loyola University. Employers Liability Insurance in an amount not less than \$500,000 per occurrence.

All insurance carried shall contain a waiver of subrogation in favor of the LUNO and must not contain a Designated Premises Endorsement. Insurance coverages specified above shall name Loyola University as an additional assured and shall be primary to any insurance coverages carried by LUNO. MBNA America shall furnish LUNO with certificates of insurance as evidence of the satisfaction of the above insurance requirements prior to commencement of operation under this Agreement. Such certificates shall verify waiver of subrogation in favor of LUNO, the naming of LUNO as an additional assured, and the contractual liability coverage for the liabilities assumed by MBNA America under the hold harmless and indemnity provisions of this Agreement, and shall specify that in the event of cancellation or material change in coverage, at least thirty (30) days prior written notice will be given to LUNO concerning such event.

8. CONFIDENTIALITY OF AGREEMENT

MBNA America and LUNO expressly agree that the terms of this Agreement shall remain confidential as of the issue date of the proposal and will not be disclosed to the general public or any third person, except by mutual written consent (assignment of this Agreement shall not be a violation of this provision). However, MBNA America and LUNO shall be permitted to disclose such terms to their accountants, legal, financial and marketing advisors as are necessary for the performance of their respective duties, or as required by law, provided that said advisors agree to be bound by the provision of this Section 8.

9. TERM OF AGREEMENT

(a) The initial term of this Agreement will be for a five (5) year period beginning May 31, 1994 until May 31, 1999. This Agreement will be automatically extended on the Anniversary Date or any extension thereof for successive two-year periods. After

the initial term either party may terminate this Agreement by providing written notice to the other party, as provided herein.

- (b) Schedule A is accurate as of May 31, 1994, and MBNA America shall not adjust the rate provisions of this Schedule A for 90 days from such date.
- (c) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement communicated by LUNO to the Members. Upon termination or expiration of this Agreement, LUNO shall not take action with MBNA America or any other person to cause the removal of LUNO's identification or Trademarks from the credit devices or records of any Customer prior to the expiration of the Customer's credit device.

10. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.

11. TERMINATION

- (a) In the event of any material breach or default of this Agreement by MBNA America or LUNO, the other party if affected by this breach may, in its sole discretion, cancel this Agreement by giving sixty (60) days written notice to the defaulting party, provided that the defaulting party has been given a reasonable opportunity to cure the breach or default.
- (b) If either MBNA America or LUNO becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation this Agreement shall immediately terminate. Any license granted by this Agreement or Mailing Lists provided shall not constitute assets or property in such proceeding which may be assigned or which may accrue to any trustee, receiver, creditor, or to any court or creditor appointed committee or receiver.
- (c) Upon expiration or termination of this Agreement, MBNA America shall, in a manner consistent with Section 9 (c) of this Agreement, immediately cease to use the Trademarks. MBNA America agrees that upon such expiration or termination it will not claim any right, title, or interest in or to the Trademarks.

12. MISCELLANEOUS

- (a) This Agreement cannot be amended except by written agreement signed by the authorized officers of both parties hereto.
- (b) The obligations in Sections 6, 8, 9(c) shall survive any termination or expiration of this Agreement.

- (c) The waiver or failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of any other right or any future rights.
- (d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.
- (e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.
- (f) All notices relating to this Agreement shall be in writing and shall be deemed received upon actual receipt of overnight courier delivery, registered or certified mail, postage prepaid, return receipt requested by:
 - (i) If to LUNO

LOYOLA UNIVERSITY-NEW ORLEANS 7214 St. Charles Avenue New Orleans, Louisiana 70118-3565

ATTENTION:

Marianne C. Breen

Director, Alumni & Parent Relations

(ii) If to MBNA America:

MBNA AMERICA BANK N. A. 400 Christiana Road Newark, Delaware 19713

ATTENTION:

Mr. Terrance R. Flynn,

Sr. Executive Vice President

Any party may change the address to which communications are to be sent by giving notice of such change of address.

If LUNO is providing MBNA America with notice pursuant to Section 9(a) herein, LUNO must provide notice at least three (3) months before the effective date contained in such notice.

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, agreements, negotiations or discussions, oral or written, made by either party or its employees, officers or agents shall be valid and binding. Without the prior written consent of MBNA America, which shall not be unreasonably withheld, LUNO may not assign any of its rights or obligations under or arising from this Agreement. MBNA America may assign any of its rights or obligations under this Agreement to any other person without the prior written consent of LUNO. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

- (h) It is agreed and understood that MBNA America and LUNO are not agents, representatives or employees of each other.
- (i) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than LUNO and MBNA America, their successors and assigns, any rights or remedies under by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto by their authorized representatives have set their hands on the dates indicated below and warranted that they are authorized representatives.

LOYOLA UNIVERSITY-NEW ORLEANS

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Da	ted this alday	
of	may,	1994
	77	

By: Mariane Coleen

Title: Directory alunni &

Parent Relations

MBNA AMERICA BANK N.A.

Title:

Dated this	day	
of		1994

By: Wallace

052794/cmb af.c.LUNO

SCHEDULE A

I. TERMS AND FEATURES

A. CREDIT CARD ACCOUNTS

Subject to MBNA America's right to vary the terms and features of the Program, and to the terms and conditions entered into between MBNA America and each Customer:

- There is NO Annual Fee for each Alumni or Student credit card account held by a member in good standing of LUNO.
- The current Annual Percentage Rate for Alumni Members of LUNO will be a fixed rate of 16.9%, or a variable rate of prime plus 7.9%, which is currently 13.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer.
- The current Annual Percentage Rate for Student Members of LUNO will be a fixed rate of 17.9%, or a variable rate of prime plus 10.9%, which is currently 16.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer.
- O Alumni Members that open new credit card accounts between May 1, 1994 and December 31, 1994 will receive a Fixed Annual Percentage Rate of 8.9% for cash and retail transactions for the first twelve (12) months of such card. Thereafter, the Customer's Annual Percentage Rate will revert to the Annual Percentage Rate formula (either fixed or variable) chosen by the Customer when the credit card account was opened.

B. GOLD RESERVE ACCOUNTS

- o There is NO Annual Fee for the first six months for the Members.
- o The Annual Fee for the second six (6) months, when applied, is \$7.50.
- o Thereafter the Annual Fee, when applied, is \$15.00.
- The current Annual Percentage Rate is 16.9%.

C. GOLD OPTION ACCOUNTS

- There is NO Annual Fee for the Members.
- The current Annual Percentage Rate is 15.9%.

Customers will be offered opportunities to select credit insurance as a benefit under the Program.

II. ROYALTY ARRANGEMENT

During the term of this Agreement, or any extension thereof, MBNA America will pay LUNO a Royalty calculated according to the following schedule, for those accounts with active charging privileges:

A. CREDIT CARD ACCOUNTS

- o \$1.00 for every new Credit Card Account opened by an Alumni or Student Customer of LUNO, which remains open for at least ninety (90) days.
- o \$1.00 for each year thereafter that a Credit Card Account is open and active by an Alumni or Student Customer of LUNO.
- o .50 of 1% of all retail purchase transactions made by Alumni Customers of LUNO (net refunds and returns).
- .50 of 1% of all cash transactions and balance transfers made by Alumni Customers of LUNO.
- .40 of 1% of all retail purchase transactions made by Student Customers of LUNO (net refunds and returns).
- \$15.00 for every Gold Card account opened by a Member, not generated by MBNA America marketing programs, but through internal programs sponsored and funded by LUNO. This is a one time payment, per account opened, net of any marketing costs paid by MBNA America such as providing art work, printing, etc. Any marketing materials developed by LUNO must be approved in writing by MBNA America prior to distribution.
- \$10.00 for every Preferred account opened by a Member, not generated by MBNA America marketing programs, but through internal programs sponsored and funded by LUNO. This is a one time payment, per account opened, net of any marketing costs paid by MBNA America such as providing art work, printing, etc. Any marketing materials developed by LUNO must be approved in writing by MBNA America prior to distribution.
- o Provided LUNO allows for the full implementation of program marketing (direct mail, telemarketing, on-campus promotions), MBNA America agrees to make a payment of \$30,000 (thirty thousand dollars) upon implementation of the first full marketing effort, as an advance against future royalties.
- by LUNO shall be guaranteed royalties of \$150,000 (one hundred and fifty thousand dollars) during the five years of the Agreement from May 31, 1994 to May 31, 1999 payable on or before May 31, 1999, if not previously earned, based on the following conditions:
 - o MBNA America is guaranteed the right to conduct a minimum of two (2) direct mail and two (2) telemarketing campaigns to the full alumni and student lists each year for the term of the Agreement. Direct promotions will be given the ability to promote the credit card program

"on campus" at major events as well as "ongoing" through tabling and postering.

- o LUNO must endorse the Financial Services as defined in this Agreement, in conjunction with the Program during the term of this Agreement.
- Upon full execution of this Agreement, MBNA America shall provide a onetime signing bonus of \$25,000 (twenty-five thousand dollars) to Loyola University-New Orleans Alumni Association to be used at the sole discretion of Loyola University-New Orleans Alumni Association.

Except where otherwise provided, payment for the above sections shall be made approximately 45 days after the end of each calendar quarter.

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

- o \$0.50 for each Gold Reserve account opened during each calendar year, as determined in each calendar quarter. This will be paid within 45 days of each quarter end.
- o 0.25% of the average of the 12 month-end Outstanding Balances in the calendar year for each Gold Reserve account active and in good standing throughout the same calendar year. This will be paid annually within 60 days of the calendar year end.
- \$2.00 for each Gold Reserve account renewed, for each year that such account is renewed, applicable Annual Fee is paid, and active charging privileges are in force. This amount will be paid approximately 45 days after the close of each Calendar Quarter.

C. GOLD OPTION REVOLVING LOAN ACCOUNTS

- o \$0.50 for each Gold Option account opened during each calendar year, as determined in each calendar quarter. This will be paid within 45 days of each quarter end.
- O.25% of the average of the 12 month-end outstanding balances in the calendar year for each Gold Option account active and in good standing throughout the same calendar year. This will be paid annually within 60 days of the calendar year end.
- \$2.00 for each Gold Option account renewed, for each year that such account is renewed, applicable Annual Fee is paid, and active charging privileges are in force. This amount will be paid approximately 45 days after the close of each Calendar Quarter.

SCHEDULE B

DEPOSIT SERVICES

A. RATES

I. Money Market Deposit Account ("MMDA")

- o Interest rates shall be adjusted weekly based on the Donoghue Taxable Money Fund Average (hereinafter referred to as "DMF") seven-day yield.
- O Customers receive a separate "Rate Advantage" above the DMF for balances between \$15,000 and \$49,999; and for balances \$50,000 and over balances between \$2,500 and \$14,999 earn the actual DMF; balances below \$2,500 earn the lesser of DMF minus .25% or 5.25% per annum.
- O Customers may write up to three (3) checks per statement cycle.
- O Customers shall receive personalized checks free of charge (no charge for reorder and no minimum amount required per check).

II. Certificate of Deposit Account ("CD")

- The interest rate for the stated term of the CD is guaranteed to stay the same.
- o Interest will be credited to the certificate's principal which may be withdrawn by the Customer on a periodic basis.
- o There will be penalties assessed for early withdrawal according to the terms of the CD.
- O Customers will be notified in writing prior to maturity so that a timely reinvestment decision may be made.

III. Money Market Deposit & Certificate of Deposit Account

- o All eligible deposits are insured consistent with FDIC regulations (currently insured to \$100,000 per depositor).
- o Interest will be credited from the day MBNA America receives a deposit (assuming a valid tax identification number has been provided and funds are subsequently collected) and such interest will be compounded daily.
- o A minimum deposit of at least \$2,500 is required to establish each account.
- MBNA America will wire transfer funds on behalf of a Customer if the Customer has pre-authorized instructions on file with MBNA America.

B. ROYALTIES

- Ten one-hundredths of one percent (0.10%) on an annualized basis, computed monthly (periodic rate of 0.008333%0) of average MMDA deposits of LUNO Members obtained by MBNA America pursuant to the Program.
- o Five one-hundredths of one percent (0.05%) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD deposits of LUNO Members obtained by MBNA America pursuant to the Program.
- o MBNA America shall not be required to pay any compensation with respect to deposits under the Program if the license for the Program is terminated.

Except where otherwise provided, payment for the above sections shall be made approximately 45 days after the end of each calendar quarter.

SCHEDULE C (CERTIFICATE OF INSURANCE) Follows:

TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 30th day of 1998, by and between Loyola University New Orleans ("LUNO"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, LUNO and MBNA America are parties to an affinity agreement, as the same may have been amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of LUNO; and

WHEREAS, LUNO and MBNA America mutually desire to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, LUNO and MBNA America agree as follows:

- 1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
- 2. The current term of the Agreement is hereby extended to end on May 31, 2004. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
- 3. The parties agree that the ninth bullet in Section II of Schedule A is hereby deleted in its entirety and replaced with Attachment #1, which is attached hereto and made a part hereof.
- 4. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

LOYOLA UNIVERSITY NEW ORLEANS	MBNA AMERICA BANK, N.A.
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By: Lan beallerall	By: John Bulum
Name: THOMAS P. WEATHERALL	Name: JOHN CRUHMOND
Title: DIRECTOR OF Allumini a PARENT ROLATIONS	Title: SEVA
Date: 0c0.30, 1998	Date: 1/27/99
Y	• •

A. ROYALTY ADVANCE.

Upon full execution of this Addendum, MBNA America shall pay to LUNO the sum of one hundred fifty thousand dollars (\$150,000.00) (an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued between May 31, 1999 and May 31, 2004 shall, in lieu of direct payment to LUNO, be applied against the Advance until such time the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to LUNO as set forth in this Agreement. Notwithstanding the foregoing, LUNO hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur:

- (i) the Agreement is terminated prior to the end of May 31, 2004;
- (ii) LUNO breaches any of its obligations under the Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least two (2) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) MBNA America is prohibited or otherwise prevented from conducting at least two (2) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
- (v) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events during each consecutive twelve-month period during the term of the Agreement.

B. ROYALTY GUARANTEB

LUNO shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than three hundred fifty thousand dollars (\$350,000.00) between May 31, 1999 and May 31, 2004, subject to the provisions set forth below. If on May 31, 2004, LUNO has not accrued \$350,000.00 in Royalties, MBNA America will pay LUNO an amount equal to the Guarantee Amount minus the sum of all compensation accrued by LUNO between May 31, 1999 and May 31, 2004 and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Section A above

WORLD POINTS ADDENDUM TO THE LOYOLA UNIVERSITY NEW ORLEANS AGREEMENT

THIS ADDENDUM (the "Addendum") is entered into this <u>1st</u> day of <u>May</u>, 2003, by and between Loyola University New Orleans ("LUNO"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, LUNO and MBNA America are parties to an affinity agreement, as the same may have been amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of LUNO; and

WHEREAS, LUNO and MBNA America mutually desire to amend the Agreement to include the loyalty reward enhancement (the "Reward Enhancement") as another aspect of LUNO's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program"), under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, LUNO and MBNA America agree as follows:

- 1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
- 2. When used in this Addendum, the term "Reward Credit Card Account" means a credit card carrying the Reward Enhancement opened pursuant to the Program.
- 3. The parties agree that the Reward Enhancement (as such credit card account enhancement is more fully described on Attachment #1) is now part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer the Reward Enhancement to some or all of the persons included on the lists provided by LUNO under the Agreement. The Reward Enhancement may be marketed under another name (e.g., World Points). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.
- 4. LUNO agrees to not endorse, sponsor, promote, aid, advertise, or develop a rewards program similar to the Reward Enhancement (other than MBNA America programs). Subject to the foregoing, all of LUNO's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Reward Enhancement.
- 5. During the term of the Agreement, LUNO will receive the royalties set forth on Attachment #1, Section II. for the Reward Credit Card Accounts. Reward Credit Card Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.
- 6. Upon termination or expiration of the Agreement, or any aspect of the Program, LUNO shall not take action to cause the removal of LUNO's design, image visual representation,

Page 1 of 3

UNIV OF NEVADA RENO/WORLD POINTS/CENTRALIZED MARKETING/RVSD 04-18-03.DOC 04/23/03 2:54 PM

identification, trademark, trade dress, service mark, logo or tradename (each, a "Mark") from the credit devices, checks or records of any customer of MBNA America prior to (i) the expiration of said customer's credit device, with respect to Marks appearing thereon, and (ii) the exhaustion and clearing of such customer's extant check supply, with respect to Marks appearing thereon. Subject to the other provisions of the Agreement, and the extent not otherwise granted, LUNO hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. LUNO represents and warrants that LUNO has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

- 7. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. Certain Financial Service Products or services under the Agreement may be offered through MBNA America affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.
- 8. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

	LOYOLA UNIVERSITY NEW ORLEANS	mbna america bank, n.a.
By:	night & Mozar	By: James S. Mugh
Name:	Trish f. Moser	Name: Thurs S. MUNITH
Title:	Micciar of Klymin & Part foligher	Title:
Date:	May 12, 2003	Date:

Page 2 of 3

Attachment #1

I. Reward Enhancement Brief Product Description

This description is subject in all respects to the agreement to be entered into between MBNA America and each customer, as the same may be amended from time to time. Further, this description may be adjusted or amended pursuant to MBNA America's rights under the Agreement, as amended by this Addendum.

- A. There is no Annual Fee.
- B. The current annual percentage rate is 12.99%. There may be an additional margin applied on account of the customer's delinquency.
- C. Customers may be able to select credit protection as a benefit under the Program.

II. Reward Credit Card Account Royalties

During the term of this Agreement, MBNA America will pay LUNO a Royalty calculated as follows, for those Reward Credit Card Accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

- A. \$1.00 (one dollar) for each new Alumni Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.
- B. \$1.00 (one dollar) for each Alumni Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Alumni Reward Credit Card Account which:

 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Alumni Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. An Alumni Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
- C. 0.20% (twenty one-hundredths of one percent) of all retail purchase transaction dollar volume generated by Customers using a consumer Alumni Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).]

Page 3 of 3



THIS ADDENDUM (the "Addendum") is entered into this ______ day of ______, 2006, by and between Loyola University New Orleans ("LUNO"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, LUNO and MBNA America, individually and in its capacity as assignee of any and all of Trans National's rights under the Agreement, are parties to an affinity agreement, as the same may have been amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of LUNO; and

WHEREAS, LUNO and MBNA America mutually desire to amend the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, LUNO and MBNA America agree as follows:

- 1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
- 2. The current term of the Agreement is hereby extended to end on May 31, 2011. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
- 3. In addition to LUNO's obligations under the Agreement to exclusively endorse the Program, LUNO agrees that during the term of this Agreement it will not market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America.
- 4. a. Within forty (45) days after the full execution of this Addendum, MBNA America shall pay to LUNO the sum of one hundred thousand dollars (\$100,000) (the "First Advance") and upon May 31st of 2007, 2008, 2009 and 2010 during the term of this Agreement, MBNA America shall pay to LUNO the sum of sixty two thousand five hundred dollars (\$62,5000) (each, an "Additional Advance"), in each case, the above advances are an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued under the Agreement (as amended herein) shall, in lieu of direct payment to LUNO, be applied against each of the First Advance and each Additional Advance (collectively, the "Advances") until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to LUNO as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to LUNO hereunder, and (y) LUNO hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur:
 - (i) the Agreement is terminated prior to May 31, 2011;
 - (ii) LUNO breaches any of its obligations under this Agreement;
 - (iii) MBNA America is prohibited or otherwise prevented from conducting at least 5 direct mail campaigns to the full updated Mailing List during each consecutive twelve-month period during the term of the Agreement;

- (iv) MBNA America is prohibited or otherwise prevented from conducting at least 5 telemarketing campaigns to the full updated Mailing List during each consecutive twelvementh period during the term of the Agreement; and
- (v) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events during each consecutive twelve-month period during the term of the Agreement.
- b. If during any given year MBNA America recoups all prior Advances paid by it to LUNO in prior years, and pays LUNO Royalties accrued by LUNO over and above the Royalties used by MBNA America to recoup such prior Advances (the "Paid Out Royalties"), then MBNA America may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.
- 5. LUNO shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than three hundred fifty thousand dollars (\$350,000) (the "Guarantee Amount") by May 31, 2011, subject to the provisions set forth below. If on May 31, 2011, LUNO has not accrued \$350,000 in Royalties, MBNA America will pay LUNO an amount equal to the Guarantee Amount minus the sum of all compensation accrued by LUNO between the date of this Addendum and May 31, 2011 and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Section 4.a. above.
- 6. Effective as of June 1, 2007 and continuing through May 31, 2008, the Royalty in the fourth bullet of Section II of Schedule A of the Agreement shall be:
 - .25% of all cash transactions and balance transfers made by Alumni Customers of LUNO (no refunds and returns).
- 7. Effective as of June 1, 2008 and continuing through May 31, 2009, the Royalty in the fourth bullet of Section II of Schedule A of the Agreement shall be:
 - .10% of all cash transactions and balance transfers made by Alumni Customers of LUNO (no refunds and returns).
- 8. Effective as of June 1, 2009, the fourth bullet of Section II of Schedule A of the Agreement shall be void and of no further force or affect.
- 9. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

	OLA UNIVERSITY- ORLEANS		MBNA AMERICA BANK, N.A.
Ву:	Renny Simns	By:	Jaul Joge
Name:	Renny Simno	Name:	() Jake Frego
Γitle:	Interim Director Alumnis Parant Rake	ńortSTitle:	SVr
Date:	May 18, 2006	Date:	6/1/06